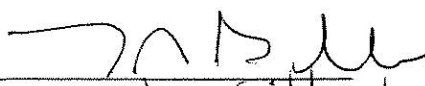


EXHIBIT A

FILED
U.S. BANKRUPTCY COURT
2006 JUL 27 P 3:20
S.D.N.Y.

<p>8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p>9. Supporting documents: <i>Attach copies of supporting documents</i>, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p>	THIS SPACE IS FOR COURT USE ONLY
<p>Date:</p> <p>July __, 2006</p>	<p>Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).</p> <p>BANK OF AMERICA, N.A.</p> <p>By: </p> <p>Name: <u>Toby Gilbert</u></p>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 and 3571.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re:	:	CHAPTER 11
	:	
DELPHI AUTOMOTIVE SYSTEMS LLC,	:	Case No. 05-44640 (RDD)
	:	
	:	(Jointly Administered)
Debtor.	:	
-----X	:	

Addendum to Proof of Claim of Bank of America, N.A.

I. Olin Corporation and Delphi Automotive Systems LLC.

1. Since 1987, Claimant's assignor, Olin Corporation ("Olin"), has supplied one hundred (100%) percent of the copper, zinc and tin goods (collectively, the "goods") required by Delphi Automotive Systems LLC, a debtor herein ("Debtor") and a subsidiary of Delphi Corporation, which is the lead debtor in this Jointly Administered bankruptcy case.

2. Olin continues to be Debtor's sole supplier of goods under the credit and delivery terms set forth in their contract, dated November 20, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Contract"). Because Claimant believes that Debtor has a true and correct copy of the Contract, such document has not been attached hereto.

3. As per the credit terms between the parties under the Contract, it is Debtor's practice to complete each sale by having Debtor's shipper collect and transport all goods directly from Olin's docks.

4. Upon receipt of the goods by Debtor's shipper, it is Debtor's standard practice to acknowledge and evidence Debtor's receipt of the goods by entering and designating the order as

“Ready To Pay” in Debtor’s tracking system (to which tracking system Olin and other suppliers to Debtor have regular direct access).

5. As is customary in this industry, Debtor also provided cash-in-advance payments to Olin against future shipments of certain goods. A true and correct copy of the letter agreement between Olin and Debtor memorializing these particular arrangements, dated September 28, 2005, is attached hereto as Exhibit A.

6. On the Filing Date (as defined below), Olin held a remaining cash balance of \$1,116,507.71 (the “Advance Payment Balance”).

II. Debtor’s Filing and Olin’s Reclamation Claim.

7. On October 8, 2005, and subsequently, on October 14, 2005 (collectively, the “Filing Date”), Debtor and certain of Debtor’s affiliates filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”).

8. As of the Filing Date, Olin was owed not less than \$10,605,213.61 by Debtor for goods sold and delivered to Debtor prior the Filing Date, together with such other amounts as had then accrued under the Contract (the “Claim”). Copies of all invoices evidencing such sales have previously been delivered to the Debtor in connection with the Statement of Dissent attached hereto as Exhibit E.

9. On October 10, 2005, pursuant Section 546(c) of the Bankruptcy Code, Olin timely served notice (the “Reclamation Demand”) of Olin’s demand to reclaim \$1,945,948.78 value of goods Olin delivered to Debtor between October 4, 2005 and October 7, 2005 (the “Reclamation Claim”). A true and correct copy of the Reclamation Demand is attached hereto Exhibit B.

III. Olin and Claimant.

10. On November 17, 2005, Olin assigned the Claim to Claimant and delivered a Notice of Assignment to Claimant. A true and correct copy of the Notice of Assignment is attached hereto as Exhibit C. In addition, Olin contemporaneously transferred to Claimant the Advance Payment Balance. Claimant has preserved the Advance Payment Balance pending this Court's determination of the rights of the parties with respect thereto.

IV. Current Status of the Reclamation Claim.

11. On February 21, 2006, Debtor delivered to Claimant what Debtor purported to be a Statement of Reconciliation, as prescribed by the Amended Final Reclamation Order issued in this case, in which Debtor identified Olin's (now Claimant's) Reclamation Claim as Reclamation Claim No. 521 and offered to recognize \$19,460.70 of the \$1,945,948.78 amount in demand as being subject to a right of reclamation. A true and correct copy of Debtor's Statement of Reconciliation to Claimant, dated February 21, 2006, is attached hereto as Exhibit D.

12. On April 12, 2006, in accordance with the procedure set forth in the Amended Final Reclamation Order, Claimant served upon Delphi Claimant's "Notice by Dissenting Seller of Disagreement with Reconciled Reclamation Claim" (the "Notice of Dissent") in which Claimant provided comprehensive documentary evidence substantiating that the goods sold and delivered to Debtor that give rise to the \$1,945,948.78 Reclamation Claim are, in fact, subject to reclamation under Section 546(c) of the Bankruptcy Code. A true and correct copy of the Notice of Dissent, dated April 12, 2006, is attached hereto as Exhibit E. Because Claimant believes that Debtor has true and correct copies of the annexes attached thereto and copies of the responsive documentary evidence provided in the annexes, such documents have not been attached hereto,

but will be made available to a party in interest upon written request. Thus far, Claimant has received no communication of any kind from Debtor in response to the Notice of Dissent.

13. To date, no portion of the Claim has been paid by Debtor.

14. In sum, Claimant is owed not less than \$10,605,213.61 by Debtor for goods that were supplied to Debtor prior to the Filing Date.

15. As of the date hereof, no proof of claim has been filed with respect to the Claim.

16. The claim set forth in the Proof of Claim is filed as a general unsecured claim without prejudice to any rights that Claimant may have pursuant to Sections 503(b) or 546(c) of the Bankruptcy Code or any other Section thereof.

17. No judgment has been rendered on the Claim.

18. For the purpose of making this Proof of Claim, other than the amount of the Advance Balance Payment, the amounts of all payments on this Claim have been credited or deducted. Pending the determination of the Claimant's right to credit and deduct the Advance Balance Payment, the Claim is not subject to any setoff or counterclaim.

19. Claimant reserves the right to amend or supplement the Proof of Claim from time to time hereafter as Claimant may deem necessary and proper.

20. This Proof of Claim is filed under compulsion of the bar date applicable in these cases, pursuant to Federal Rule of Bankruptcy Procedure 3003, and is filed to protect Claimant from forfeiture of claims by reason of said bar date.

21. The filing of the Proof of Claim is not and should not be construed to be: (i) a waiver or release of Claimant's rights, claims or defenses against any property or against any other entity or person liable for all or part of any claim described herein, whether an affiliate of Debtor, an assignee, guarantor or otherwise; (ii) a consent by Claimant to the jurisdiction of this

Court for any purpose other than with respect to the Proof of Claim; (iii) a waiver of any right of subordination in favor of Claimant; (iv) an election of remedy which waives or otherwise affects any other remedy of Claimant; (v) a waiver or release of any rights which Claimant may have to a jury trial; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of the Proof of Claim, any objection thereto or any other proceedings that may be commenced in these cases against or otherwise involving Debtor, including, without limitation, any adversary proceeding that was or may be commenced by any party or committee in these cases; or (vii) a waiver of any past, present or future defaults (or events of default) by Debtor or others in connection with the Contract or any additional claims or other rights Claimant or Olin may have against Debtor.

* * *

Exhibit A

Cash In Advance Letter, dated September 28, 2005.

SEP-28-2005 WED 02:37 PM OLIN BRASS MARKETING

DELPHI

~~September 28, 2005~~
~~September 28, 2005~~
DJ

Dale Taylor
Olin Corp
427 North Shamrock
East Alton, IL 62024

This letter will serve to confirm a change in business terms between our companies as of September 28, 2005.

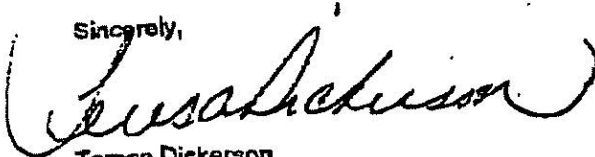
Olin has established an upper limit on Delphi Receivables. In order to keep Delphi receivables under that limit, Delphi will revert to a Cash In Advance Payment schedule for the following future shipments: 9/28/2005 - 10/4/2005. Effective 10/05/05, Olin will revert to previously negotiated ~~MNS2-2~~ payment terms.

~~MNS2-2~~ DJ TP
The wire transfers will be processed as follows:
9/28/05 for the amount of \$1,600,000
10/3/05 for the amount of \$1,800,000

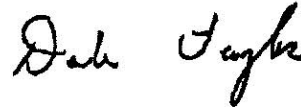
The amount of \$3,200,000 will then be ~~deducted~~ from future MNS2-2 payment to avoid double payment.
~~excluded~~ DJ TP

Olin will keep the terms of this Agreement together with all related settlement discussions strictly confidential.

Sincerely,



Teresa Dickerson
Metallurgical Global Commodity Manager



Dale Taylor
Director of Marketing

Exhibit B

Reclamation Demand

**Husch &
Eppenberger, LLC**
Attorneys and Counselors at Law

736 Georgia Avenue, Suite 300
Chattanooga, Tennessee 37402
423.266.5500
Fax 423.266.5499
www.husch.com

Direct Dial: (423) 755-2644
Jeffrey.Norwood@husch.com

October 10, 2005

**Via E-mail: teresa.j.dickerson@delphi.com
and Federal Express (No. 7912 3260 9226)**

Teresa J. Dickerson
Metallic-Global Commodity Manager
Delphi Corporation
5725 Delphi Drive
Troy, MI 48098-2815

Re: Demand for Reclamation of Goods Delivered by Olin Corporation

Dear Teresa:

Please be advised that this letter will serve as formal notice of Olin Corporation's ("Olin") demand for reclamation of certain goods, which are identified on attached Exhibit A, delivered to Delphi Corporation and certain of its subsidiaries and affiliates ("Delphi") on or within ten (10) days of the date of this letter. According to Olin's records, the shipments as shown on Exhibit A were made by Olin to Delphi on October 4, 2005 through October 7, 2005.

All of the above-referenced shipments were for goods that were sold by Olin to Delphi while Delphi was insolvent. Olin is thereby entitled to reclaim such goods under Section 2-702 of the Uniform Commercial Code and Section 546(c) of the Bankruptcy Code. We are exercising our rights of reclamation and are entitled to immediate possession of such goods.

Olin does not intend for the above-referenced list to serve as a complete and accurate listing of all of the goods received by Delphi within the reclamation period and Olin's reference to such listing will in no manner estop Olin from seeking to reclaim any additional goods received by Delphi during that period.

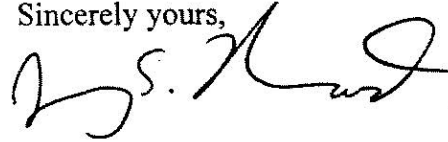
Please contact me immediately upon receipt of this reclamation demand to discuss transfer and possession of the goods subject to this right of reclamation.

Husch &
Eppenberger, LLC

Teresa J. Dickerson
October 10, 2005
Page: 2

Thank you for your prompt attention to this matter.

Sincerely yours,



Jeffrey S. Norwood

Enclosure

cc: John K. Lyons, Esq. (Via E-mail: jlyonsch@skadden.com and Federal Express No. 7901
8202 9238)
Ted A. Zimmermann (Via E-mail: TAZimmermann@olin.com)

Delphi Shipments 10/04/05 - 10/07/05

Invoice	Pack Slip	Ship Date	Part Number	Order	Item	Alloy	Pounds	Billed	CCA	Cu	Sn	Zn	True-Up	Total
510-0013	8311739001	10/4/2005	M3648807	NM83117	35200	280	1,306	\$2,557.41	\$12.54	\$480.87	\$0.00	\$37.22	\$551.63	\$3,089.00
510-0053	7953004527	10/4/2005	M3637486	B795333	20187	7025	5,102	\$16,535.07	\$48.98	\$2,585.70	\$0.00	\$0.00	\$2,635.64	\$19,170.77
510-0054	80083004526	10/4/2005	M1518008	B80063	25564	425	6,212	\$6,731.33	\$50.04	\$2,412.53	(\$64.82)	\$48.51	\$2,448.26	\$12,179.69
510-0057	8097204525	10/4/2005	M1546468	B80872	30811	210	8,090	\$13,136.19	\$77.38	\$4,027.56	\$0.00	\$38.29	\$4,144.24	\$17,280.47
510-0058	8097304465	10/4/2005	M1546170	B80873	47128	210	3,916	\$6,356.19	\$37.59	\$1,956.83	\$0.00	\$18.60	\$2,014.02	\$8,373.22
510-0059	8097304456	10/4/2005	M1546170	B80873	47128	210	22,004	\$35,732.30	\$211.24	\$10,995.40	\$0.00	\$104.52	\$11,312.16	\$47,044.47
510-0060	8097704526	10/4/2005	M1546223	B80977	47344	210	4,498	\$7,218.84	\$43.18	\$2,247.65	\$0.00	\$21.37	\$2,313.20	\$9,532.04
510-0061	8099404527	10/4/2005	M2607444	B80994	27678	425	20,345	\$36,646.63	\$165.31	\$9,417.29	(\$253.01)	\$193.28	\$9,553.87	\$46,400.77
510-0062	8099404525	10/4/2005	M1518681	B80995	53147	425	3,704	\$6,804.62	\$35.56	\$1,714.51	(\$46.06)	\$35.19	\$1,740.19	\$6,544.86
510-0063	8099704465	10/4/2005	M1518A50	B80997	20052	425	37,986	\$67,926.57	\$364.67	\$17,582.96	\$472.39	\$360.87	\$17,837.10	\$85,763.66
510-0064	8099704527	10/4/2005	M1518A50	B80997	28052	425	31,150	\$55,702.43	\$299.04	\$14,418.71	(\$387.36)	\$295.53	\$14,627.30	\$70,329.77
510-0065	8285204526	10/4/2005	M3604457	B80998	10766	654	4,556	\$15,019.31	\$43.74	\$2,286.22	(\$43.91)	\$0.00	\$2,287.02	\$17,306.33
510-0087	8273504527	10/4/2005	M1546168	B82652	47128	210	9,418	\$15,200.12	\$90.41	\$4,706.17	\$0.00	\$44.74	\$4,842.32	\$20,132.47
510-0110	8164038924	10/4/2005	M1518A73	B82735	38917	425	10,500	\$19,460.97	\$100.80	\$4,860.24	(\$130.58)	\$99.75	\$4,931.21	\$24,391.97
510-0111	8166538924	10/4/2005	M3645832	NM81640	36894	425	2,532	\$6,060.97	\$25.72	\$1,218.30	(\$32.73)	\$25.00	\$1,236.84	\$7,297.87
510-0118	8444338830	10/4/2005	M4882879	NM84443	37765	210	7,953	\$16,247.18	\$76.35	\$3,874.11	\$0.00	\$403.37	\$1,813.35	\$10,702.17
510-0135	7286304547	10/5/2005	M1546334	B72863	43479	210	5,882	\$9,440.02	\$56.47	\$2,939.24	\$0.00	\$37.78	\$3,024.64	\$20,336.47
510-0138	8005104549	10/5/2005	M1519A17	B80051	25991	425	6,662	\$12,080.87	\$63.96	\$3,083.71	(\$82.85)	\$63.29	\$3,129.10	\$12,464.66
510-0139	8006104546	10/5/2005	M3607443	B80061	33308	425	41,666	\$88,665.34	\$400.01	\$19,287.26	(\$518.16)	\$395.65	\$19,665.96	\$108,231.33
510-0144	8097304547	10/5/2005	M1546170	B80973	47128	210	8,050	\$13,072.40	\$77.28	\$4,022.59	\$0.00	\$38.24	\$4,139.10	\$17,211.55
510-0145	8098904529	10/5/2005	M3607924	B80989	36447	425	11,796	\$25,902.84	\$241.57	\$11,647.91	(\$312.94)	\$239.06	\$11,816.61	\$31,442.51
510-0146	8098904529	10/5/2005	M3607924	B80989	36447	425	26,164	\$55,267.63	\$241.57	\$11,647.91	(\$312.94)	\$239.06	\$11,816.61	\$67,074.22
510-0147	8099104540	10/5/2005	M1518974	B80991	32884	425	5,296	\$10,542.49	\$50.86	\$2,452.34	(\$55.85)	\$50.33	\$2,488.64	\$13,031.31
510-0148	8099104540	10/5/2005	M1518974	B80991	32884	425	41,408	\$82,391.66	\$397.44	\$19,163.33	(\$518.81)	\$393.30	\$19,440.12	\$101,821.97
510-0149	8099204468	10/5/2005	M151973	B80992	32886	425	41,718	\$83,703.00	\$400.49	\$19,310.43	(\$518.81)	\$396.32	\$19,589.44	\$103,292.47
510-0150	8099204468	10/5/2005	M151973	B80992	32886	425	13,152	\$26,388.17	\$128.26	\$6,087.80	(\$163.56)	\$124.94	\$6,176.44	\$32,564.66
510-0151	8099704547	10/5/2005	M1519A20	B80997	28052	425	22,884	\$40,921.17	\$219.69	\$10,592.55	(\$264.59)	\$217.40	\$10,746.04	\$51,667.31
510-0152	8106104548	10/5/2005	M1518A17	B81061	25991	425	15,314	\$27,770.41	\$147.01	\$7,088.54	(\$190.44)	\$146.48	\$7,191.60	\$34,962.01
510-0166	8348304549	10/5/2005	M4795028	B83483	39147	195	6,736	\$19,783.06	\$64.67	\$3,438.61	(\$23.04)	\$0.00	\$3,481.22	\$23,274.21
510-0179	7751404548	10/6/2005	M1546300	B77514	27070	210	3,054	\$4,862.88	\$29.32	\$1,526.08	\$0.00	\$14.51	\$1,570.91	\$6,433.77
510-0181	7821804548	10/6/2005	M1519A50	B78218	28052	425	18,898	\$33,783.40	\$181.42	\$8,747.51	\$0.00	\$179.53	\$8,874.44	\$42,667.89
510-0185	8099304580	10/6/2005	M1519A40	B80993	28609	425	20,480	\$37,337.09	\$196.61	\$9,475.78	(\$234.69)	\$194.56	\$9,617.26	\$46,954.31
510-0186	8099404580	10/6/2005	M3607444	B80994	27879	425	24,590	\$44,534.95	\$226.06	\$11,382.32	(\$305.80)	\$233.61	\$11,547.09	\$56,082.04
510-0187	8099504590	10/6/2005	M151981	B80995	53147	425	21,434	\$39,376.40	\$205.77	\$9,821.37	(\$266.56)	\$203.62	\$10,065.21	\$49,441.67
510-0188	8099504591	10/6/2005	M151981	B80995	53147	425	43,328	\$77,760.77	\$406.35	\$19,592.78	(\$526.39)	\$402.12	\$19,875.86	\$97,636.65
510-0189	8099704589	10/6/2005	M1519A50	B80997	28052	425	17,368	\$31,057.46	\$166.73	\$8,039.30	(\$215.99)	\$165.00	\$8,156.04	\$39,213.50
510-0196	8211804548	10/6/2005	M3637486	B82118	20187	7025	13,786	\$44,679.05	\$132.35	\$6,986.76	(\$132.67)	\$0.00	\$6,987.22	\$51,666.27
510-0199	8265104589	10/6/2005	M1546170	B82651	47128	210	4,298	\$6,979.52	\$41.26	\$2,147.71	\$0.00	\$20.42	\$2,210.39	\$9,189.91
510-0217	8160439044	10/6/2005	M3645844	NM81604	34987	425	2,396	\$5,517.51	\$23.00	\$1,109.06	(\$29.80)	\$22.76	\$1,126.03	\$6,643.54
510-0218	8163239044	10/6/2005	M3645844	NM81632	33112	425	8,368	\$3,938.91	\$80.62	\$3,887.27	(\$104.44)	\$79.78	\$3,944.23	\$23,203.14
510-0219	8165439044	10/6/2005	M3645844	NM81654	37765	210	4,051	\$8,275.78	\$43.88	\$2,024.28	\$0.00	\$19.24	\$2,083.42	\$10,359.21
510-0220	8197138953	10/6/2005	M3645844	NM81971	98030	425	502	\$1,200.00	\$4.82	\$232.37	(\$6.24)	\$4.77	\$236.71	\$1,436.77
510-0221	8311739043	10/6/2005	M3648807	NM83117	35200	260	6,522	\$12,771.38	\$62.61	\$2,401.40	\$0.00	\$165.88	\$2,560.89	\$15,422.27
510-0222	8444339077	10/6/2005	M3648807	NM84443	37765	210	4,053	\$8,275.78	\$43.88	\$2,024.28	\$0.00	\$19.24	\$2,083.42	\$10,359.21
510-0223	8444739043	10/6/2005	M3645837	NM84447	38149	425	15,804	\$36,393.83	\$151.72	\$7,315.36	(\$196.54)	\$150.15	\$7,427.67	\$43,815.15
510-9002	8486738934	10/6/2005	M3645837	NM84867	38149	425	35,973	\$82,638.62	\$345.34	\$16,651.18	(\$447.36)	\$341.74	\$16,991.91	\$99,730.52
510-9003	8486638960	10/6/2005	M3645810	NM84866	38152	425	1,850	\$4,280.18	\$17.76	\$866.33	(\$23.01)	\$17.58	\$869.66	\$5,129.84
	8160639014	10/7/2005	M3645837	NM81606	32347	425	5,944	\$13,687.44	\$57.06	\$2,751.36	(\$73.92)	\$56.47	\$2,791.87	\$16,479.41
	8165839014	10/7/2005	M3645837	NM81658	33112	425	10,300	\$23,926.09	\$99.74	\$4,809.32	(\$129.21)	\$98.71	\$4,879.36	\$28,806.66
	8166339014	10/7/2005	M3645832	NM81663	35994	425	12,672	\$29,181.08	\$121.65	\$5,866.82	(\$157.59)	\$120.38	\$5,959.61	\$35,132.11
	8099304631	10/7/2005	M151981	B80993	26809	425	42,742	\$77,922.84	\$410.32	\$19,784.42	(\$531.54)	\$406.05	\$20,070.35	\$97,993.19
	8099504629	10/7/2005	M151981	B80995	53147	425	35,122	\$64,522.63	\$337.17	\$16,257.27	(\$436.78)	\$333.66	\$16,492.32	\$81,014.92
	8098804628	10/7/2005	M1403850	B80988	10643	260	6,218	\$7,533.75	\$50.09	\$2,607.43	\$0.00	\$148.71	\$2,807.49	\$10,341.22
	8165239014	10/7/2005	M3648807	NM81652	37614	151	7,927.493	\$17,005.44	\$64.26	\$3,517.52	\$0.00	\$0.00	\$3,582.78	\$20,588.22
														\$1,945,948.77
														\$377,475.05

Exhibit C

Notice of Assignment



427 N. SHAMROCK STREET
EAST ALTON, ILLINOIS 62024-1197

November 17, 2005

Via Facsimile: (330) 373-7396
and Overnight Courier - Federal Express No. 8533 5002 4462

Delphi Automotive Systems LLC
5725 Delphi Drive
Troy, MI 48098-2815
Attention: Teresa J. Dickerson, Metallic-Global Commodity Manager

Re: Notice of Assignment

Ladies and Gentlemen:

We hereby notify you that we have assigned to Bank of America, N.A., each of the following claims as evidenced by the documents attached hereto, together with all of our right to reclamation of goods relating thereto as evidenced by our Demand for Reclamation of Goods letter dated October 10, 2005:

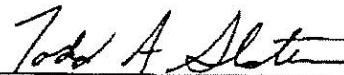
SEE ATTACHED COLLECTIVE EXHIBIT "A"

The assignment included a transfer of funds to Bank of America in the amount of \$1,116,507.71 attributable to the assigned claims.

All further notices and payments in respect of or in connection with the foregoing claims should be sent to Bank of America, N.A., Attention: Jon Barnes, 214 North Tryon Street, Mail Code NC1-027-14-01, Charlotte, NC 28255, Phone: (704) 387-4366, Facsimile: (704) 409-0768 and email: jonbarnes@bankofamerica.com.

Sincerely,

Olin Corporation

By: 

Name: Todd A. Slater

Title: Vice President and Controller

cc: Bank of America, N.A.
Attention: Jon Barnes
214 N. Tryon Street
Mail Stop: NC1-027-14-01
Charlotte, NC 28255

F. Scott LeRoy
Husch & Eppenger, LLC
736 Georgia Avenue, Suite 300
Chattanooga, TN 37421

Jeffrey G. Tougas
Mayer, Brown, Rowe & Maw LLP
1675 Broadway
New York, New York 10019-5820

Delphi Reclamations Team
reclamations@delphi.com
Reference: Claim Number 521

Mayer, Brown, Rowe & Maw LLP
Attention: Raniero D'Aversa, Jr.
1675 Broadway
New York, NY 10019

OLIN CORPORATION
Delphi Accounts Receivable
Exhibit A to Put Notice
Olin Corporation to Bank of America
Dated October 21, 2005

<u>23040</u>						
<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>BALANCE</u>	<u>CHECK</u>	<u>CK AMT</u>	<u>CK DATE BK DATE</u>
506-0268	06/07/05	\$3,000.00				
506F839	06/21/05	\$545.83				
506-C964	06/24/05	\$14,076.91				
506F1117	06/25/05	\$4,741.86				
507-0277	07/14/05	\$2,276.87				
507-0442	07/19/05	\$3,521.29				
507-0529	07/21/05	\$78,367.01				
508-0067	08/02/05	\$14,046.80				
508-0595	08/16/05	\$8,818.29				
508-0734	08/18/05	\$900.00				
508-0945	08/25/05	\$11,269.82				
508-0974	08/25/05	\$5,433.26				
508-1145	08/30/05	\$68,523.13				
508-1151	08/30/05	\$31,428.60				
508-1196	08/31/05	\$2,935.96				
508-1197	08/31/05	\$450.00				
508-1198	08/31/05	\$900.00				
508-1201	08/31/05	\$300.00				
508-1218	08/31/05	\$66,630.37				
509-0001	09/01/05	\$7,042.46				
509-0005	09/01/05	\$24,884.42				
509-0006	09/01/05	\$9,342.08				
509-0007	09/01/05	\$7,465.53				
509-0008	09/01/05	\$8,393.93				
509-0009	09/01/05	\$11,880.95				
509-0011	09/01/05	\$51,320.89				
509-0012	09/01/05	\$7,430.29				
509-0013	09/01/05	\$67,563.51				
509-0014	09/01/05	\$10,778.17				
509-0015	09/01/05	\$37,326.77				
509-0016	09/01/05	\$6,628.26				
509-0017	09/01/05	\$35,106.98				
509-0018	09/01/05	\$19,627.28				
509-0019	09/01/05	\$61,860.99				
509-0020	09/01/05	\$10,059.75				
509-0049	09/02/05	\$33,431.59				
509-0050	09/02/05	\$62,290.69				
509-0051	09/02/05	\$76,201.93				
509-0052	09/02/05	\$18,627.16				
509-0053	09/02/05	\$80,795.66				
509-0054	09/02/05	\$15,786.29				
509-0062	09/02/05	\$7,134.44				
509-0065	09/06/05	\$64,193.02				
509-0091	09/06/05	\$83,043.43				
509-0096	09/06/05	\$6,042.59				
509-0097	09/06/05	\$18,411.41				
509-0098	09/06/05	\$41,131.23				
509-0099	09/06/05	\$33,887.78				
509-0100	09/06/05	\$10,325.07				

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509-0101	09/06/05	\$76,309.65
509-0102	09/06/05	\$48,295.89
509-0111	09/06/05	\$11,845.79
509-0112	09/06/05	\$23,506.98
509-0113	09/06/05	\$17,202.87
509-0115	09/06/05	\$73,566.93
509-0121	09/06/05	\$65,620.59
509-0122	09/06/05	\$63,266.07
509-0123	09/06/05	\$10,595.34
509-0124	09/06/05	\$41,638.62
509-0125	09/06/05	\$21,689.49
509-0126	09/06/05	\$8,775.08
509-0127	09/06/05	\$23,177.55
509-0143	09/07/05	\$10,090.77
509-0145	09/07/05	\$6,173.02
509-0160	09/07/05	\$48,738.76
509-0161	09/07/05	\$11,371.65
509-0162	09/07/05	\$50,945.82
509-0174	09/07/05	\$21,830.35
509-0209	09/08/05	\$7,331.64
509-0211	09/08/05	\$4,433.44
509-0212	09/08/05	\$4,381.97
509-0213	09/08/05	\$7,535.47
509-0216	09/08/05	\$5,732.70
509-0217	09/08/05	\$28,033.71
509-0218	09/08/05	\$47,573.54
509-0225	09/08/05	\$13,156.97
509-0226	09/08/05	\$9,137.62
509-0227	09/08/05	\$67,973.06
509-0228	09/08/05	\$6,376.31
509-0235	09/08/05	\$46,913.64
509-0236	09/08/05	\$5,844.04
509-9017	09/08/05	\$25,842.02
509-9018	09/08/05	\$10,708.02
509-9019	09/08/05	\$14,199.06
509-9020	09/08/05	\$18,147.90
509-9021	09/08/05	\$29,455.11
509-9022	09/08/05	\$16,223.23
509-9023	09/08/05	\$20,933.16
509-0259	09/09/05	\$57,438.81
509-0263	09/09/05	\$14,799.55
509-0264	09/09/05	\$8,421.62
509-0265	09/09/05	\$7,138.97
509-0266	09/09/05	\$41,530.57
509-0283	09/09/05	\$70,485.85
509-0299	09/09/05	\$4,984.46
509-0304	09/09/05	\$37,554.87
509-0328	09/12/05	\$14,393.79
509-0334	09/12/05	\$17,014.27
509-0335	09/12/05	\$4,606.13
509-0339	09/12/05	\$15,090.60
509-0340	09/12/05	\$7,743.18
509-0341	09/12/05	\$15,361.91
509-0342	09/12/05	\$38,582.77
509-0348	09/12/05	\$4,355.70
509-0349	09/12/05	\$43,578.81

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509-0350	09/12/05	\$67,221.34
509-0351	09/12/05	\$64,927.94
509-0352	09/12/05	\$78,822.61
509-0353	09/12/05	\$52,286.97
509-0354	09/12/05	\$68,927.96
509-0368	09/12/05	\$23,659.47
509-0381	09/13/05	\$78,245.76
509-0399	09/14/05	\$3,854.19
509-0404	09/14/05	\$28,252.15
509-0405	09/14/05	\$12,803.49
509-0406	09/14/05	\$25,067.49
509-0407	09/14/05	\$31,391.36
509-0412	09/14/05	\$80,384.00
509-0413	09/14/05	\$62,707.35
509-0414	09/14/05	\$42,723.85
509-0415	09/14/05	\$11,287.12
509-9033	09/14/05	\$5,778.98
509-9034	09/14/05	\$8,992.66
509-9035	09/14/05	\$6,345.99
509-9036	09/14/05	\$30,932.95
509-9037	09/14/05	\$5,726.17
509-0443	09/15/05	\$27,265.06
509-0456	09/15/05	\$6,688.70
509-0457	09/15/05	\$39,677.95
509-0458	09/15/05	\$77,672.59
509-0480	09/15/05	\$23,221.03
509-0501	09/16/05	\$81,195.00
509-0502	09/16/05	\$76,763.47
509-0562	09/19/05	\$75,741.00
509-0539	09/19/05	\$15,157.08
509-0540	09/19/05	\$17,587.92
509-0542	09/19/05	\$2,529.41
509-0543	09/19/05	\$17,400.67
509-0544	09/19/05	\$8,490.91
509-0545	09/19/05	\$36,106.74
509-0546	09/19/05	\$3,728.86
509-0547	09/19/05	\$4,769.93
509-0548	09/19/05	\$58,086.09
509-0552	09/19/05	\$9,408.88
509-0553	09/19/05	\$8,318.81
509-0554	09/19/05	\$13,730.32
509-0555	09/19/05	\$7,804.39
509-0556	09/19/05	\$43,558.91
509-0557	09/19/05	\$25,742.11
509-0558	09/19/05	\$44,281.40
509-0559	09/19/05	\$35,026.15
509-0560	09/19/05	\$21,134.00
509-0561	09/19/05	\$22,213.02
509-0570	09/19/05	\$5,016.00
509-0575	09/19/05	\$57,937.93
509-0576	09/19/05	\$14,542.19
509-0579	09/19/05	\$12,840.96
509-9038	09/19/05	\$10,415.83
509-9039	09/19/05	\$30,090.69
509-9040	09/19/05	\$35,771.70
509-9041	09/19/05	\$18,290.88

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509-9042	09/19/05	\$51,108.34
509-9043	09/19/05	\$43,260.40
509-9044	09/19/05	\$50,617.85
509-9045	09/19/05	\$18,127.64
509-9046	09/19/05	\$8,696.37
509-0621	09/20/05	\$78,863.03
509-0597	09/20/05	\$3,981.00
509-0601	09/20/05	\$18,166.67
509-0606	09/20/05	\$9,098.62
509-0620	09/20/05	\$22,810.80
509-0622	09/20/05	\$33,316.45
509-0670	09/21/05	\$5,815.20
509-0671	09/21/05	\$5,337.90
509-0672	09/21/05	\$2,980.97
509-0673	09/21/05	\$21,441.64
509-0674	09/21/05	\$4,671.81
509-0675	09/21/05	\$20,367.45
509-0676	09/21/05	\$10,951.31
509-0677	09/21/05	\$30,457.87
509-0680	09/21/05	\$16,329.71
509-0681	09/21/05	\$49,261.92
509-0682	09/21/05	\$46,627.11
509-0685	09/21/05	\$75,977.04
509-0683	09/21/05	\$26,834.32
509-0686	09/21/05	\$35,792.50
509-9048	09/21/05	\$7,022.51
509-9049	09/21/05	\$11,163.97
509-9050	09/21/05	\$47,373.20
509-0710	09/22/05	\$2,220.18
509-0711	09/22/05	\$41,921.76
509-0712	09/22/05	\$6,560.23
509-0717	09/22/05	\$15,072.57
509-0718	09/22/05	\$16,591.62
509-0719	09/22/05	\$71,826.49
509-0720	09/22/05	\$15,232.56
509-0731	09/22/05	\$2,174.61
509-0743	09/22/05	\$17,151.25
509-0744	09/22/05	\$13,503.62
509-0745	09/22/05	\$61,961.44
509-0753	09/23/05	\$4,536.12
509-0754	09/23/05	\$32,095.70
509-0759	09/23/05	\$9,184.78
509-0760	09/23/05	\$18,280.46
509-0761	09/23/05	\$8,335.09
509-0762	09/23/05	\$32,940.80
509-0763	09/23/05	\$39,692.53
509-0764	09/23/05	\$22,810.80
509-0765	09/23/05	\$75,011.85
509-0766	09/23/05	\$73,248.25
509-0767	09/23/05	\$35,319.33
509-0768	09/23/05	\$17,909.21
509-0769	09/23/05	\$46,633.39
509-0770	09/23/05	\$33,869.27
509-0771	09/23/05	\$20,432.33
509-0772	09/23/05	\$35,247.25
509-0784	09/23/05	\$56,270.88

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509-0820	09/26/05	\$42,526.04
509-0831	09/26/05	\$28,773.95
509-0832	09/26/05	\$41,660.89
509-0832	09/26/05	\$30,374.87
509-0834	09/26/05	\$34,262.79
509-0849	09/26/05	\$19,387.56
509-0853	09/26/05	\$40,784.99
509-0854	09/26/05	\$43,097.47
509-0870	09/26/05	\$10,922.98
509-0871	09/26/05	\$29,381.84
509-0872	09/26/05	\$11,460.97
509-0873	09/26/05	\$13,638.32
509-9052	09/26/05	\$19,790.26
509-9053	09/26/05	\$8,782.60
509-0884	09/27/05	\$10,747.23
509-0885	09/27/05	\$21,679.05
509-0892	09/27/05	\$14,491.85
509-0893	09/27/05	\$11,203.74
509-0894	09/27/05	\$58,960.36
509-0901	09/27/05	\$37,101.93
509-0902	09/27/05	\$62,980.90
509-0903	09/27/05	\$76,675.94
509-0904	09/27/05	\$77,607.88
509-0905	09/27/05	\$90,287.28
509-0906	09/27/05	\$11,660.47
509-0923	09/27/05	\$10,244.68
510-0052	10/04/05	\$16,535.07
510-0054	10/04/05	\$9,731.33
510-0057	10/04/05	\$13,136.19
510-0058	10/04/05	\$6,359.19
510-0059	10/04/05	\$35,732.30
510-0060	10/04/05	\$7,218.84
510-0061	10/04/05	\$36,846.83
510-0062	10/04/05	\$6,804.62
510-0063	10/04/05	\$67,926.57
510-0064	10/04/05	\$55,702.43
510-0065	10/04/05	\$15,019.31
510-0066	10/04/05	\$15,290.12
510-0087	10/04/05	\$19,460.70
510-0110	10/04/05	\$6,060.97
510-0111	10/04/05	\$26,763.14
510-0113	10/04/05	\$2,557.41
510-0118	10/04/05	\$16,247.18
510-0135	10/05/05	\$9,440.02
510-0138	10/05/05	\$12,080.87
510-0139	10/05/05	\$88,665.34
510-0144	10/05/05	\$13,072.40
510-0145	10/05/05	\$25,902.84
510-0146	10/05/05	\$55,257.83
510-0147	10/05/05	\$10,542.49
510-0148	10/05/05	\$82,381.86
510-0149	10/05/05	\$83,703.00
510-0150	10/05/05	\$26,388.17
510-0151	10/05/05	\$40,921.17
510-0152	10/05/05	\$27,770.41
510-0168	10/05/05	\$19,793.05

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510-0179	10/06/05	\$4,862.88						
510-0181	10/06/05	\$33,793.40						
510-0185	10/06/05	\$37,337.09						
510-0186	10/06/05	\$44,534.95						
510-0187	10/06/05	\$39,376.40						
510-0188	10/06/05	\$77,760.77						
510-0189	10/06/05	\$31,057.46						
510-0196	10/06/05	\$44,679.05						
510-0199	10/06/05	\$6,979.52						
510-0217	10/06/05	\$5,517.51						
510-0218	10/06/05	\$19,338.91						
510-0219	10/06/05	\$8,275.79						
510-0220	10/06/05	\$1,200.00						
510-0221	10/06/05	\$12,771.38						
510-0222	10/06/05	\$8,279.87						
510-0223	10/06/05	\$36,393.45						
510-9002	10/06/05	\$82,838.62						
510-9003	10/06/05	\$4,260.18						
510-0246	10/07/05	\$7,533.75						
510-0247	10/07/05	\$77,922.94						
510-0248	10/07/05	\$64,522.63						
510-9004	10/10/05	\$13,687.84				Shipped 10/7/05, invoiced 10/10/05		
510-9005	10/10/05	\$17,004.77				Shipped 10/7/05, invoiced 10/10/05		
510-9006	10/10/05	\$23,926.09				Shipped 10/7/05, invoiced 10/10/05		
510-9007	10/10/05	<u>\$29,181.06</u>				Shipped 10/7/05, invoiced 10/10/05		
			\$8,468,693.22					
C05-9501	09/30/05		-\$26,385.91			September Elements		
509-9501	09/30/05	\$54,479.00				September Elements		
		<u>-\$2,644.50</u>	\$51,834.50					
509-9506	09/30/05	\$1,695,074.84				September True-up		
		<u>-\$292,479.50</u>	\$1,402,595.34					
510-9502	10/04/05-10/07/05	\$388,823.91						
510-9502	10/04/05-10/07/05	\$10,748.00						
C05-9501	10/04/05-10/07/05	<u>-\$8,339.19</u>						
			\$391,232.72			Oct True-up		
				\$10,287,969.87				
503-0360	03/10/05	\$7,788.47						
PAYMENT		-\$6,958.55	\$829.92		WIRE	\$7,400,563.37	04/28/05	04/28/05
503-0867	03/24/05	\$2,808.98						
PAYMENT		-\$2,301.97	\$507.01		WIRE	\$7,400,563.37	04/28/05	04/28/05
503-1095	03/30/05	\$3,299.98						
PAYMENT		-\$3,104.40	\$195.58		WIRE	\$7,400,563.37	04/28/05	04/28/05
503-9016	03/11/05	\$6,886.20						
PAYMENT		-\$6,856.14	\$30.06		WIRE	\$7,400,563.37	04/28/05	04/28/05
503-9017	03/21/05	\$6,651.89						

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PAYMENT		-56,759.99	\$891.90	WIRE	\$7,400,563.37	04/28/05	04/28/05
504-0543	04/14/05	\$11,683.77					
PAYMENT		-58,472.00	\$3,211.77	WIRE	\$4,798,885.16	06/02/05	06/02/05
506-0971	06/24/05	\$9,818.66					
PAYMENT		-58,865.78	\$952.88	663328	\$6,605,270.01	08/02/05	08/02/05
506-1127	06/29/05	\$42,962.42					
PAYMENT		-542,778.71	\$183.71	663328	\$6,605,270.01	08/02/05	08/02/05
507-0053	07/01/05	\$34,530.14					
PAYMENT		-522,935.45	\$11,594.69	80668954	\$4,803,296.85	09/02/05	09/02/05
507-0113	07/31/05	\$53,678.43					
PAYMENT		-528,832.90	\$24,845.53	80668954	\$4,803,296.85	09/02/05	09/02/05
508-1190	08/30/05	\$14,707.70					
PAYMENT		-514,688.45	\$19.25	90675677	\$7,459,540.67	10/04/05	10/04/05
508-1294	08/31/05	\$2,757.21					
PAYMENT		-52,745.66	\$11.55	90675677	\$7,459,540.67	10/04/05	10/04/05

\$43,273.85

\$10,331,243.72

23030

503-9502	03/31/05	\$801.32	
503-9504	03/31/05	\$931.54	
504-9502	04/30/05	\$6,430.78	
504-9504	04/30/05	\$3,598.34	
505-9503	05/31/05	\$2,974.77	
506-9503	06/30/05	\$714.93	
			\$15,451.68

504-0740	04/21/05	\$3,186.33					
PAYMENT		-53,730.57		WIRE	\$17,777.42	07/07/05	07/07/05
PAYMENT		\$728.20		WIRE	\$17,777.42	07/07/05	07/07/05

\$184.96

\$15,636.64

23030

09102235	03/07/05	\$11,780.66	
09102332	03/07/05	\$5,080.13	
09102334	03/07/05	\$11,932.69	
09104041	03/21/05	<u>\$6,348.23</u>	

\$35,141.71

23027

508-0308	08/09/05	\$33,267.40	
508-0309	08/09/05	\$19,795.04	
508-0310	08/09/05	\$6,334.65	
508-0311	08/09/05	\$3,903.23	
508-0392	08/10/05	\$10,815.26	
508-1194	08/30/05	\$20,014.52	
508-3282	08/31/05	\$27,676.84	
508-3283	08/31/05	\$27,987.96	

OLIN CORPORATION
Delphi Accounts Receivable
Exhibit A to Put Notice
Olin Corporation to Bank of America
Dated October 21, 2005

508-9502	08/31/05	\$22,866.77		
508-9505	08/31/05	\$22.08		
509-0799	09/23/05	\$20,213.65		
509-0800	09/23/05	\$18,485.34		
509-9502	09/30/05	<u>\$5,866.88</u>		
				<u>\$218,249.62</u>
<u>22864</u>				
04188169	11/23/04	\$4,352.53		
Payment		<u>(\$4,327.56)</u>	\$24.97	
04188160	03/07/05	\$3,846.24		
Payment		<u>(\$3,824.18)</u>	\$22.06	
04201379	05/04/05	\$9,588.55		
Payment		<u>(\$4,693.66)</u>	<u>\$4,894.89</u>	
				<u>\$4,941.92</u>
				\$10,605,213.61

Exhibit D

Statement of Reconciliation

DELPHI

February 21, 2006

Jeffrey G. Tougas
Olin Corp
Mayer, Brown, Rowe & Maw LLP
1675 Broadway
New York, NY 10019-5820

Re: Delphi Corporation, Case No. 05-44481 (RDD)

Dear Jeffrey G. Tougas:

On November 4, 2005, the United States Bankruptcy Court for the Southern District of New York, entered an amended final order establishing certain procedures for the resolution of reclamation claims (the "Amended Final Order") and on January 5, 2006, the Bankruptcy Court entered an order extending the deadline to send statements of reclamation to all reclamation claimants (the "Extension Order" and together with the Amended Final Order, collectively the "Order") in the chapter 11 reorganization proceedings of Delphi Corporation and certain of its subsidiaries and affiliates (collectively, "Delphi" or the "Debtors"). A copy of the Amended Final Order and the Extension Order are enclosed herewith.

The Order requires the Debtors to tender a "Statement of Reclamation" in response to each Reclamation Demand that the Debtors have received. This letter, together with the enclosures, constitute the Debtors' Statement of Reclamation with respect to the Reclamation Demand(s) submitted by Olin Corp (the "Demand"). We have identified your Demand as Reclamation Claim No 521.

The Debtors have reviewed the Demand and reconciled the Demand with their books and records. Based upon this review and reconciliation, the Debtors have summarized, in the enclosed reclamation analysis, certain invoice, shipment, and related detail concerning the Demand. In accordance with paragraph 2, section (b)(ii) of the Order, the analysis sets forth the extent and basis upon which the Debtors believe that the Demand may or may not be legally valid (subject to assertion of certain defenses as indicated below, which if asserted, could result in the reduction or disallowance of the reclamation claim) (the "Reconciled Reclamation Claim") by indicating whether the Demand was received within the periods allowed by law; whether goods subject to the Demand have been paid for; and whether there are other deductions or disputes asserted by the Debtors.

Olin Corp
February 21, 2006
Page 2

Reconciled Amount \$19,460.70

Based on the foregoing, the Debtors have identified in the attached analysis a potential reclamation claim amount that the Debtors propose as valid, subject to assertion of the reserved defenses listed below. Specifically, the Debtors assert that the valid amount of the Reconciled Reclamation Claim is no greater than \$19,460.70 but subject to reduction or disallowance by the defenses listed below (the "Reconciled Amount"). If ultimately allowed following the resolution of the defenses set forth below, the allowed amount of your reclamation claim will be deemed an administrative expense claim in these chapter 11 cases. Moreover, your claim, even after allowance, if ever, may be reduced by any payments or credits you receive from the Debtors on account of the goods that are the subject of the Demand.¹

This proposal, including all material enclosed herewith, is being sent to you in the context of settlement discussions and therefore is not admissible in any court proceeding regarding the Demand. In addition, in accordance with paragraph 2, section (b)(ii) of the Order, the Debtors reserve their right to seek, at any time and notwithstanding your agreement to the Reconciled Amount, a judicial determination that the following reserved defenses to the Demand are valid (the "Reserved Defenses"), and your acknowledgment of the Reconciled Amount constitutes your agreement that the Reconciled Amount may be reduced or disallowed in accordance with any judicial determination concerning these Reserved Defenses:

- (i) The Debtors do not concede that they were insolvent on the date they received the goods or, even assuming the Debtors were insolvent, you knew of the Debtors' financial condition before the Debtors received the goods.
- (ii) The goods and/or the proceeds from the sale of the goods are or were subject to a valid security interest.
- (iii) You are not a proper party to make the Demand.
- (iv) The Debtors have already paid for or returned some or all of the goods, or intend to satisfy all or a portion of the Demand in cash or by returning goods.
- (v) You, or any of your subsidiaries or affiliates, have waived your right to any reclamation claim or waived your right to assert the Demand.

¹The Debtors reserve all their rights and remedies, in law and in equity, to collect or pursue all prepetition credits outstanding, including, without limitation, to setoff such amounts against the allowed amount, if any, of your reclamation claim.

Olin Corp
February 21, 2006
Page 3

Reconciled Amount \$19,460.70

- (vi) You, or any of your subsidiaries or affiliates, have been paid on account of your reclamation claim pursuant to an unrelated order of the Bankruptcy Court and/or you have otherwise waived your right to any reclamation claim in connection therewith.

The Debtors may seek a determination of any of the foregoing Reserved Defenses at any time. Moreover, the Official Committee of Unsecured Creditors (the "Creditors Committee") reserves its right to raise any of the Reserved Defenses prior to the final allowance of your reclamation claim. If the Debtors seek such a judicial determination or the Creditors' Committee raises a Reserved Defense, you will be entitled to raise any rights asserted in the Demand in connection with the determination.

The offer stated herein will remain open through April 24, 2006 (the "Reconciliation Deadline"). If you agree with the Reconciled Amount and the other terms of this Statement of Reclamation, please sign this Statement where indicated and return it to the persons identified immediately below by the Reconciliation Deadline. If you disagree with the Statement of Reclamation, you must sign this Statement where indicated and return it to the persons identified immediately below by the Reconciliation Deadline and you must also provide the information required by paragraph 2, section (b)(iv) of the Order by the Reconciliation Deadline. You must send a signed Statement of Reclamation to the following:

Christina Cattell
Re: Delphi Reclamations
Mail Code # 483-400-216
5725 Delphi Drive
Troy, MI 48098
Fax: 248-813-6813

- with copies to -

Matthew J. Micheli
Re: Delphi Reclamations
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive, Suite 2100
Chicago, IL 60606
Fax: 312-407-0411

In accordance with paragraph 2, section (b)(vi) of the Order, your failure to return a signed copy of this Statement by the Reconciliation Deadline or your failure to indicate assent or dissent on a copy of this Statement returned by the Reconciliation Deadline will be deemed an acceptance of the proposal set forth in this Statement.

Nothing in this proposal is intended, nor shall be construed, as a waiver of any of the Debtors' rights with respect to any reclamation claim or demand. In addition,

Olin Corp
February 21, 2006
Page 4

Reconciled Amount \$19,460.70

nothing herein shall preclude or otherwise prejudice any of the Debtors' rights to contest or raise any defense or counterclaim in law or in equity, to any reclamation claim or other demand for reclamation. Moreover, nothing herein shall waive, impair or affect the rights and defenses, if any, of any parties in interest with regard to your Reclamation Claim.

If you have any questions, please send them via email to
reclamations@delphi.com or call 248-813-2581.

Very truly yours,

/s/ Christina J. Cattell

Enclosures
cc: John D. Sheehan

Olin Corp
February 21, 2006
Page 5

Reconciled Amount \$19,460.70

AGREEMENT

In accordance with paragraph 2, section (b)(iii) of the Order, Olin Corp agrees to the terms of this Statement.

Olin Corp

By: _____
(signature)

Dated: _____

(print or type name)

(print or type title)

DISAGREEMENT

In accordance with paragraph 2, section (b)(iv) of the Order, Olin Corp disputes the terms of this Statement and encloses the information required by paragraph 2, section (b)(iv) of the Order.

Olin Corp

By: _____
(signature)

Dated: _____

(print or type name)

(print or type title)

Claim 521

Supplier Reclamation Instruction Summary

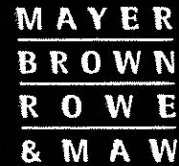
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K
Claim Reference	Vendor Name (as displayed on Claim)	Delphi Division	Claim Post Marked Date	PO Number	Invoice Number	Shipment ID	Invoice Date	Material Number	Invoice Qty	Invoice Extended Amount
Claim number designated to the claim by Delphi										

Information provided by the supplier in their reclamation demand

Column L	Column M	Column N	Column O	Column P	Column Q	Column R	Column S	Column T
Is the claim an Original or Duplicate Shows that only original claims are being submitted and no duplicates are included	Vendor Claim Contains proper Documentation If the supplier gave sufficient information the column is filled with a "Yes," if the column is filled out with a "No," the supplier did not provide proper documentation to complete the testing. If however, there is testing measures were taken to find the information and perform testing.	Is the Claim within the allowed Date Range Indicates whether the claim and the goods receipt are within the allowed date ranges "part of the Date Test"	Was the receipt Post-Petition Indicates whether the receipt was made post petition. "part of the Date Test"	Valid Inventory (units) Valid units after the inventory test has been completed.	Valid Inventory (\$) Valid Inventory after the inventory test has been completed. Expressed in dollars ("Valid Inv * Debit Purchase Price")	Has it been paid Part of the "Payment Test" Judge if the claim has been paid. If provided by Yes, then it has been paid in the normal course of business. If provided by Yes, then it has been paid by a supplier's invoice. If provided by Yes, then the invoice has been paid by a supplier's invoice. If provided by No, the invoice has not been paid.	Valid Claim (\$) Claim amount after all testing has been completed	Status of the Claim Represents the status of the claim. The following possibilities for this column are: "Claim Withdrawn" "Yes Supplier Motion" "Yes Supplier Motion - the claim was paid through a supplier motion and invoice. No longer valid." "Does not pass all tests" "Valid Claim - Delphi agrees to the amount listed in column S"

Exhibit E

Notice of Dissent



VIA UPS OVERNIGHT

April 12, 2006

Christina Cattell
Re: Delphi Reclamations
Mail Code # 483-400-216
5725 Delphi Drive
Troy, MI 48098

Mayer, Brown, Rowe & Maw LLP
1675 Broadway
New York, New York 10019-5820

Main Tel (212) 506-2500
Main Fax (212) 262-1910
www.mayerbrownrowe.com

Jeffrey G. Tougas
Direct Tel (212) 506-2557
Direct Fax (212) 849-5557
jgtougas@mayerbrownrowe.com

Re: Delphi Corporation, et als., Debtors; Chapter 11 Case
No. 05-44481 (RDD); Notice by Dissenting Seller
of Disagreement with Reconciled Reclamation
Claim; Your Reclamation Claim No. 521

Dear Ms. Cattell:

We represent Bank of America, N.A., as assignee of Olin Corporation, in connection with certain claims in the above-referenced bankruptcy case. We refer to the Amended Final Reclamation Order (the "Order") in this case and to your letter to us dated February 21, 2006 purporting to constitute a Statement of Reclamation. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Order.

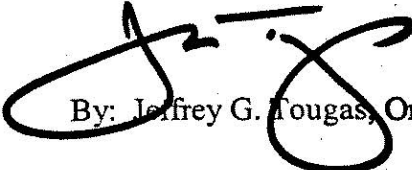
Please be advised that Bank of America, N.A. is a Dissenting Seller. As required by the Order, enclosed herewith please find the following:

- Statement of Reclamation dated February 21, 2006 indicating Bank of America, N.A.'s dissent (Annex I);
- a copy of the Reclamation Demand together with evidence of the date such Reclamation Demand was sent and received (Annex II);
- the identity of the Debtor that ordered the products and the identity of the Seller from whom the Goods were ordered (Annex III);
- evidence demonstrating when the Goods were shipped and received (Annex IV);
- copies of the respective Debtor's and Seller's purchase orders, invoices, and proofs of delivery together with a description of the Goods shipped (Annex V); and

- a statement identifying which information on the Statement of Reclamation **is incorrect**, specifying the correct information and stating any legal basis for the objection (**Annex VI**).

Bank of America, N.A. reserves all of its rights in this matter, including, **without limitation**, all rights to amend and supplement this Notice and hereby reiterates its demand **for reclamation** of the covered Goods and such other relief as may be available to it under the **Order**.

Very truly yours,
Mayer, Brown, Rowe & Maw LLP



By: Jeffrey G. Tougas, **One of its Counsel**

Enclosures

c: Matthew J. Micheli
John K. Lyons, Esquire
Allison Verderber Herriott, Esquire
Bank of America, N.A.
Rick Hyman, Esquire
Raniero D'Aversa, Jr., Esquire

ANNEX I

**“STATEMENT OF RECLAMATION” DATED FEBRUARY 21, 2006
INDICATING BANK OF AMERICA, N.A.’S DISSENT**

ANNEX II

RECLAMATION DEMAND TOGETHER WITH EVIDENCE OF THE DATE SUCH RECLAMATION DEMAND WAS SENT AND RECEIVED

ANNEX III

**IDENTITY OF DEBTOR THAT ORDERED THE GOODS AT ISSUE
AND IDENTITY OF SELLER FROM WHOM
THE GOODS WERE ORDERED**

FOR EACH TRANSACTION AT ISSUE:

<u>DEBTOR:</u>	DELPHI AUTOMOTIVE SYSTEMS LLC C/O DELPHI PACKARD
<u>SELLER:</u>	OLIN CORPORATION

ANNEX IV

**EVIDENCE DEMONSTRATING WHEN
THE GOODS WERE SHIPPED AND RECEIVED**

A. EVIDENCE DEMONSTRATING SHIPMENT:

**PLEASE SEE THE ATTACHED BILLS OF LADING
ENCLOSED HEREWITH AT ANNEX V
DEMONSTRATING SHIPMENT.**

B. EVIDENCE DEMONSTRATING RECEIPT:

**PLEASE SEE THE ATTACHED "READY TO PAY" LIST
GENERATED BY THE DEBTOR. AS PER THE CREDIT
TERMS BETWEEN THE PARTIES, IT IS THE
ESTABLISHED AND REQUIRED PRACTICE OF DEBTOR
TO HAVE ITS SHIPPER COLLECT AND TRANSPORT ALL
GOODS DIRECTLY FROM SELLER'S DOCKS. AS PER
THE CREDIT TERMS BETWEEN THE PARTIES, IT IS
ALSO THE ESTABLISHED PRACTICE BETWEEN
DEBTOR AND SELLER THAT UPON RECEIPT OF THE
GOODS BY THE DEBTOR'S SHIPPER, DEBTOR
ACKNOWLEDGES AND EVIDENCES RECEIPT OF THE
SAME BY ENTERING AND DESIGNATING THE ORDER
AS "READY TO PAY." SUCH DESIGNATION,
THEREFORE, DEMONSTRATES RECEIPT.**

ANNEX V

**PURCHASE ORDERS, INVOICES,
BILLS OF LADING/PROOFS OF DELIVERY;
DESCRIPTION OF GOODS SHIPPED**

**PLEASE SEE THE ATTACHED PURCHASE ORDERS,
INVOICES AND BILLS OF LADING, WHICH EVIDENCE
PROOF OF DELIVERY AND IN EACH INSTANCE, CONTAIN A
DESCRIPTION OF THE GOODS DELIVERED AND ACCEPTED
BY THE DEBTOR.**

ANNEX VI

**STATEMENT IDENTIFYING THE INFORMATION ON
DEBTOR'S "STATEMENT OF RECLAMATION" THAT IS
INCORRECT, SPECIFYING THE CORRECT INFORMATION
AND LEGAL BASIS FOR THE OBJECTION**

WITH RESPECT TO THE SPREADSHEET ATTACHED TO THE STATEMENT OF RECLAMATION:

GENERAL RESERVATIONS OF RIGHTS

Bank of America, N.A. ("**BANA**") makes and hereby incorporates by reference the following general reservations of rights, whether or not separately set forth, in response to each request for information propounded by the Debtor in its Statement of Reclamation:

- A. BANA reserves its rights to object, generally, to both the requests of the Debtor (the "**Requests**") and to the information contained the Debtor's Statement of Reclamation (the "**Information**") to the extent they seek information that is in the possession, custody or control of other entities or parties, is publicly available, or is equally accessible by the Debtor.
- B. BANA reserves its rights to object, generally, to the Requests to the extent they are vague, overly broad, unduly burdensome or do not identify with particularity the information sought.
- C. BANA reserves its rights to object, generally, to the Information to the extent they contain words or phrases that are confusing or lacking in sufficient certainty to permit a response.
- D. BANA reserves its rights to object, generally, to the Requests to the extent their sole improper purpose is to harass and delay allowance of the Reclamation Claim.

SPECIFIC RESERVATIONS OF RIGHTS

- A. BANA's responses and objections to the Requests shall not be deemed nor construed as an admission that any of the documents or information produced are necessarily relevant or admissible in any subsequent proceeding.
- B. Nothing contained in any response herein shall be deemed to be an admission, concession or waiver by BANA or Olin of the validity of any claim or defense asserted by BANA in connection with its Reclamation Claim or this proceeding. Further, no incidental or implied admissions are intended in BANA's responses. That BANA has responded to all or any part of a Request should not be taken as an admission that BANA accepts or admits the existence of any fact(s) set forth or assumed by that Request or that BANA's response constitutes admissible evidence.
- C. BANA's undertaking to produce documents pursuant to a particular individual Request shall not be construed to indicate that any such documents exist.

SPECIFIC OBJECTIONS AND RESPONSES

	<u>RESPONSE</u>
COLUMN A – “CLAIM REFERENCE”	Subject to and without waiving any of the foregoing objections, BANA objects to the Request to the extent the Debtor seeks information that is a matter of public record or that is already in the possession of, or otherwise available to, the Debtor.
COLUMN B – “VENDOR NAME”	Subject to and without waiving any of the foregoing objections, BANA contends that the Seller is “Olin Corporation” as set forth in <u>Annex III</u> .
COLUMN C – “DELPHI DIVISION”	Subject to and without waiving any of the foregoing objections, BANA contends that the Debtor is “Delphi Automotive Systems LLC C/O Delphi Packard” as set forth in <u>Annex III</u> .
COLUMN D – “CLAIM POST MARKED DATE”	Subject to and without waiving any of the foregoing objections, BANA objects to the Request to the extent the Debtor seeks information that is a matter of public record or that is already in the possession of, or otherwise available to, the Debtor. BANA has insufficient information to provide a responsive reply.
COLUMN E – “PO NUMBER”	<p>BANA objects on the grounds that the Information sought has already been provided in the Reclamation Demand enclosed in <u>Annex II</u>.</p> <p>Subject to and without waiving any of the foregoing objections, documents responsive to the Request to correct the information set forth in Column E have been identified, incorporated and enclosed herewith in <u>Annex V</u>.</p>
COLUMN F – “INVOICE NUMBER”	<p>BANA objects on the grounds that the Information sought has already been provided in Reclamation Demand enclosed in <u>Annex II</u>.</p> <p>Subject to and without waiving any of the foregoing objections, documents responsive to the Request to correct the information set forth in Column F have been identified, incorporated and enclosed herewith in <u>Annex V</u>.</p>

COLUMN G – “SHIPMENT ID”	<p>BANA objects on the grounds that the Information sought has already been provided in Reclamation Demand enclosed in <u>Annex II</u>.</p> <p>Subject to and without waiving any of the foregoing objections, documents responsive to the Request to correct the information set forth in Column G have been identified, incorporated and enclosed herewith in <u>Annex V</u>.</p>
COLUMN H – “INVOICE DATE”	<p>BANA objects on the grounds that the Information sought has already been provided in Reclamation Demand enclosed in <u>Annex II</u>.</p> <p>Subject to and without waiving any of the foregoing objections, documents responsive to the Request to correct the information set forth in Column H have been identified, incorporated and enclosed herewith in <u>Annex V</u>.</p>
COLUMN I – “MATERIAL NUMBER”	<p>BANA objects on the grounds that the Information sought has already been provided in Reclamation Demand enclosed in <u>Annex II</u>.</p> <p>Subject to and without waiving any of the foregoing objections, documents responsive to the Request to correct the information set forth in Column I have been identified, incorporated and enclosed herewith in <u>Annex V</u>.</p>
COLUMN J – “INVOICE QTY”	<p>BANA objects on the grounds that the Information sought has already been provided in Reclamation Demand enclosed in <u>Annex II</u>.</p> <p>Subject to and without waiving any of the foregoing objections, documents responsive to the Request to correct the information set forth in Column J have been identified, incorporated and enclosed herewith in <u>Annex V</u>.</p>
COLUMN K – “INVOICE EXTENDED AMOUNT”	<p>BANA objects to the Information set forth in Column K because fails to reflect the “True-Ups” agreed upon by the Debtor and Olin with respect to fluctuations in the market prices of certain commodity materials. The correct Invoice Amounts, which incorporate the True-Ups agreed upon by the Debtor and the Seller, are set forth and explained in more detail in the enclosures annexed hereto.</p>

COLUMN L – “IS THE CLAIM AN ORIGINAL OR DUPLICATE”	Subject to and without waiving any of the foregoing objections, BANA contends that each claim is an “original.”
COLUMN M – “VENDER CLAIM CONTAINS PROPER DOCUMENTATION”	BANA objects to the information set forth Column M because it calls for a legal conclusion. To the extent, the Debtor seeks an answer that involves a contention that relates to fact or the application of law to fact, BANA contends that the documentation enclosed herewith and contained in the Debtor’s records reflect the documentation agreed upon by the parties to consummate each sale of Goods.
COLUMN N – “IS THE CLAIM WITHIN THE ALLOWED DATE RANGE”	BANA objects to Information set forth in Column N. Most of the Information is missing and to the extent that the Information has been set forth, it is (a) unduly vague, (b) ambiguous, and (c) not susceptible of a reasoned interpretation. As supported by the documentary evidence, BANA contends that the each sale of Goods referenced in the Reclamation Demand is within the allowed date range.
COLUMN O – “WAS IT RECEIVED POST- PETITION”	BANA objects to Information set forth in Column O. Most of the Information is missing and to the extent that the Information has been set forth, it is (a) unduly vague, (b) ambiguous, and (c) not susceptible of a reasoned interpretation. BANA has insufficient information to provide a responsive reply. BANA contends that all aspects of the Reclamation Demand are timely.
COLUMN P – “VALID INVENTORY (UNITS)”	BANA objects to Information set forth in Column P. Most of the Information is missing and to the extent that the Information has been set forth, it is (a) unduly vague, (b) ambiguous, and (c) not susceptible of a reasoned interpretation. BANA contends that the Sellers supplied the Goods requested by the Debtor and that such Goods were accepted and inventoried by the Debtor as reflected by the Debtor’s “Ready to Pay” list set forth in <u>Annex IV</u> .
COLUMN Q – “ VALID INVENTORY (\$)”	BANA objects to Information set forth in Column P. Most of the Information is missing and to the extent that the Information has been set forth, it is (a) unduly vague, (b) ambiguous, and (c) not susceptible of a reasoned interpretation. BANA has insufficient information to

	provide a responsive reply.
COLUMN R – “HAS IT BEEN PAID”	<p>BANA objects to Information set forth in Column R. Most of the Information is missing and to the extent that the Information has been set forth, it is (a) unduly vague, (b) ambiguous, and (c) not susceptible of a reasoned interpretation.</p> <p>Subject to and without waiving any of the foregoing objections, documents responsive to the Request to correct the information set forth in Column R have been identified, incorporated and enclosed herewith in <u>Annex IV</u>.</p> <p>As supported by the documentary evidence, BANA contends that each of the transactions set forth on Debtor’s “Ready to Pay” list have, in fact, <i>not been paid</i> and are due and owing to BANA in the amounts set forth in the Reclamation Demand.</p>
COLUMN S – “VALID CLAIM”	<p>To the extent, the Debtor seeks an answer that involves a contention that relates to fact or the application of law to fact, as supported by the documentary evidence, BANA contends that the each sale of Goods sets forth a valid claim.</p>
COLUMN T – “STATUS OF THE CLAIM”	<p>BANA objects to Information set forth in Column P. Most of the Information is missing and to the extent that the Information has been set forth, it is (a) unduly vague, (b) ambiguous, and (c) not susceptible of a reasoned interpretation. To the extent, the Debtor seeks an answer that involves a contention that relates to fact or the application of law to fact, as supported by the documentary evidence, BANA contends that the each sale of Goods sets forth a valid claim.</p>